

East Coast Gaming Terms and Conditions

East Coast Gaming host and sanction electronic gaming tournaments in Greenville SC.

This is a legal Agreement between you (Registrant) and East Coast Gaming (ECG). You must accept without modification all of the terms, conditions, and notices contained in the ECG Terms and Conditions Agreement in order to register and participate in a ECG event. If you do not accept these Terms and Conditions in their entirety, you cannot register or participate in a ECG event.

Sections of the ECG Terms and Conditions Agreement may be governed by posted guidelines, rules, or other terms and conditions, including, but not limited to, the ECG Tournament Rules and Regulations. All such guidelines, rules, terms and conditions are hereby incorporated by reference into the ECG Terms and Conditions Agreement. In the event of a conflict between such other guidelines, rules, terms and conditions and the ECG Terms and Conditions Agreement, the ECG Terms and Conditions Agreement shall supersede all others.

1. MODIFICATION OF THESE TERMS AND CONDITIONS

1.1 East Coast Gaming reserves the right to change the terms, conditions, and notices under which registration and participation in ECG events is offered. You are responsible for regularly reviewing these terms, conditions and notices. Registration and participation in ECG events after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, every ECG event shall be subject to this Agreement, as modified from time to time.

2. REGISTRATION

2.1 If you are under 18 years of age, your parent or legal guardian must register for you, and agree to be bound by the terms and conditions of this Agreement on your behalf.

2.2 Registrant contestants must be at least 17 years of age on or before the first day of the event, to participate in an official ECG tournament using an ESRB Mature or M-rated game.

2.3 Registrant agrees to provide a valid picture identification issued by a state governmental agency or school during event check-in.

2.4 Registrant contestants must register under their legal surname, in combination with their legal first name and middle initial or middle name. Aliases or nicknames may not be used to replace legal names while registering for ECG tournaments.

2.5 Registrant agrees to use a real and functional email address during registration, failure to do so will result in a forfeiture of prizes.

2.6 Registrant agrees not to submit a registration containing forged, fraudulent, false or misleading information. All registrations are subject to verification. If a registration is found to contain forged, fraudulent, false or misleading information, it will be removed, and Registrant will be barred from participation in all ECG events.

2.7 Registrant agrees to immediately provide the ECG with updated registration information in the event that any of the information changes or becomes obsolete.

2.8 Registrant agrees that once registered the admission fee will not be refunded or transferred for any reason.

2.9 East Coast Gaming reserves the right at all times to disclose any information obtained during registration as East Coast Gaming deems necessary to satisfy any applicable law, regulation, legal process or governmental authority request, or to edit, refuse, or remove any information, in whole or in part, at the sole discretion of East Coast Gaming.

3. PRIZES

3.1 All prizes at ECG events are promised for supply by third party Sponsors. East Coast Gaming is not responsible for any deficiency or delay in the delivery, condition, or value of any prizes or awards. Cash prizes are delivered by mail, in check form only, directly to ECG tournament winners approximately 90 days after completion of a ECG event.

3.2 Registrant winners of prizes or awards are solely responsible for all applicable federal, state, local, or international taxes on prizes. Registrant winners of prizes, or their parents and/or legal guardians if won by a minor, will be required to submit documents required by tax authorities, prize suppliers, and the ECG, and mail such documents to the designated address. In addition, certain prizes may require licensing or payment of shipping expenses. These and any other incidental expenses and obligations are the sole responsibility of the prize winners. Registrants agree that refusing or failing to complete all required documents, and/or failing to mail such documents to the designated address, and/or failing to fulfill any other related obligation, within 30 days after completion of a ECG event will result in a forfeiture of prizes.

3.3 A team of Registrants has the option to submit one name for the entire prize payment, all team registrants must consent to this in writing and must complete all required documents within the specified time period or the prizes will be forfeited. Upon request sports management companies must provide the ECG with copies of the contracts signed by the registrants which state that they can receive payments on behalf of a registrant winner.

3.4 A team of Registrants that completely disbands within 60-days after the completion date of a ECG event will forfeit their prizes.

3.5 Registrants agree that any fraudulent or misleading information given to the ECG in relation to the event registration or during participation in the event will result in a forfeiture of prizes.

4. MODEL RELEASE

4.1 Registrant grants to East Coast Gaming and to Sponsors of the ECG event, a perpetual royalty-free right to the use of his/her name, city and state of residence, video and/or photographs of Registrant, for television, advertising and publicity purposes, including the right to reproduce, use, disclose, display, exhibit, transmit, create derivative works, and distribute the data and images, obtained of the Registrants while at the ESC event to others without limitation and to authorize others to do the same.

5. NO UNLAWFUL OR PROHIBITED ACTIVITY

5.1 Registrant contestant agrees, without limitation, to abide by all ECG Rules and Regulations. Failure to do so will subject Registrant contestant to immediate bar and removal from ECG events.

5.2 Registrant contestant agrees to use only in-game menu allowed changes. Custom configuration files are not permitted at ECG events. All official ECG tournaments are held on ECG selected computer or console systems. Only pre-approved custom peripherals are allowed in ECG competitions. The ECG has the right to refuse any peripheral in the event of system instability or degraded performance due to installation of peripheral or peripheral driver.

5.3 Flash photography and video lighting are prohibited in the competition areas.

5.4 East Coast Gaming prohibits Registrant contestants and spectators from sleeping at ECG events and/or in the BYOC area.

5.6 Pre-approved logos and/or brands for sponsors, teams, or other affiliations may be worn on clothing, provided they do not contain vulgar language or vulgar images, are not worn in violation of any existing trademark, represent organizations promoting unsavory products or services or are in competition with the ECG. Registrant agrees to immediately remove and/or not use or display any logo or corporate brand if requested to do so, at the sole discretion of East Coast Gaming, as conveyed by a ECG official. Registrant agrees not to hand out brochures or literature, offer promotions, sell or give products, display sponsor banners or posters and/or engage in any commercial activity at, or in the general vicinity of a ECG event.

5.7 Registrant agrees not use threatening, profane, vulgar, obscene, lewd, or indecent speech or gestures during the ECG events.

5.8 Registrant agrees not to maliciously disparage, discredit, slander, libel or defame the ECG, ECG staff, or Sponsors, in any public forum, or format, including but not limited to: websites, IRC, Usenet/Web discussion systems, chat programs, magazines, newsletters, newspapers, radio, videos, documentaries, television, etc.

5.9 Registrant agrees to voluntary searches of bags, purses, packages, boxes, backpacks, etc. conducted by ECG officials, that help preserve a safe and theft-free environment at the ECG events.

5.10 Registrant agrees that East Coast Gaming may deny entry or effect removal of Registrant if Registrant is determined, at the sole discretion of the ECG, to be in violation of any of the terms and conditions of this Agreement or any other applicable ECG policy or rule.

6. LIMITATIONS OF LIABILITY AND RELEASES

6.1 Computers, server, monitors, and network equipment for the use of Registrant contestants are provided by third-party Sponsors. Registrant agrees to release and hold harmless East Coast Gaming and Sponsors, their affiliates, subsidiaries, divisions, directors, officers, employees, volunteers, agents, and assigns for any equipment malfunction that results in the disqualification or loss of ranking status of Registrant contestant.

6.2 Game software used at ECG events is the property of the Game Developer and Game Publisher. Registrant agrees to release and hold harmless Game Developer, Game Publisher, East Coast Gaming and Sponsors, their affiliates, subsidiaries, divisions, directors, officers, employees, volunteers, agents, and assigns, for any error, bug or malfunction caused by the game software that results in the disqualification or loss of ranking status of Registrant contestant.

6.3 All prizes at ECG events are promised for supply by third party Sponsors. East Coast Gaming is not responsible for any deficiency or delay in the delivery, condition, or value of any prizes or award. Registrant agrees to release and hold harmless East Coast Gaming, subsidiaries, divisions, directors, officers, employees, volunteers, agents, and assigns, including advertising and promotion agencies, and promotion partners, from any and all liability with respect to any prize.

6.4 Registrant agrees that he/she may bring personal property, including computer equipment and peripherals to the ECG event at his/her own risk. East Coast Gaming provides no specialized security for the protection of personal property belonging to Registrant. Registrant agrees to release and hold harmless, East Coast Gaming and Sponsors, their affiliates, subsidiaries, divisions, directors, officers, employees, volunteers, agents, and assigns, for any property that is lost, stolen, or damaged at a ECG event.

6.5 Registrant expressly agrees that he/she will be attending the ECG event at his/her own risk. East Coast Gaming provides no specialized personal security or medical staff for the protection of Registrant. Registrant voluntarily releases, forever discharges, and agrees to indemnify and hold harmless, East Coast Gaming and Sponsors, their affiliates, subsidiaries, divisions, directors, officers, employees, volunteers, agents, and assigns, from any and all claims, demands, or cause of action, which are connected with Registrant's participation at the ECG event or use of any equipment that may lead to any injury or accident at the event, its surrounding areas, or while traveling to and from the ECG events, including any such claims which allege negligent acts or omission of East Coast Gaming and/or Sponsors.

7. INTELLECTUAL PROPERTY NOTICES

7.1 Recordings, broadcasts, transmissions, video and audio streams, archives and/or displays of ECG tournaments are the property of East Coast Gaming. Unauthorized public display of this property is prohibited.

7.2 East Coast Gaming reserves the right to reproduce, archive, publish, show, display, stream, broadcast, exhibit for promotional purposes, without credit or notification, any derivative work, article, feature, video, program, picture, item, art or printed coverage of any ECG event, ECG qualifier, ECG exhibition, ECG tournament, and/or participant.

7.3 Unauthorized replication, publication, or copying of this Agreement, in whole or in part, is prohibited.

7.4 East Coast Gaming ®

8. CHOICE OF LAW, CHOICE OF FORUM

8.1 This Agreement shall be governed by and construed in accordance with laws of the State of South Carolina, United States of America, without giving effect to any principles of conflicts of law.

8.2 Registrants, and the parents and/or legal guardians of minor Registrants, agree that any and all claims or controversies between them and East Coast Gaming, its subsidiaries, affiliates, assigns, Sponsors, subcontractors, volunteers and employees, including but not limited to alleged violations of any federal, state or local law, statute, regulation, or ordinance, shall be resolved by arbitration only. Arbitrations conducted pursuant to this Agreement shall be held exclusively in the City of Greenville, State of South Carolina, of the United States of America. The parties agree that final and binding arbitration shall be the sole and exclusive remedy for resolving any claims covered by this Agreement, and understand that this Agreement constitutes a waiver of a trial or trial by jury of

any matters subject to arbitration under the Agreement.

8.3 If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between the parties relating to the subject matter herein, You agree to indemnify the ECG, ECG employees, ECG Sponsors for any claims or damages resulting from your failure to abide by these terms and conditions.

This Agreement was last modified on: Tuesday, Feb. 26, 2008.